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4 BILL NO. S-77-07-42

5 SPECIAL ORDINANCE NO. S-172-77

6 AN ORDINANCE approving a contract with
7 John Dehner, Inc., for North Maumee
8 Interceptor Sewer Resolution No. 290-77,
9 Sec. I & II.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
11 FORT WAYNE, INDIANA:

12 SECTION 1. That the contract dated July 18, 1977,
13 between the City of Fort Wayne, by and through its Mayor and the
14 Board of Public Works and John Dehner, Inc., for:

15 City of Fort Wayne, Indiana
16 Water Quality Control Sewage Works
17 Project C-180839-01; North Maumee
18 Interceptor Sewer Resolution No.
19 290-77, Section I and II,

20 for a total cost of \$2,643,229.91, all as more particularly set
21 forth in said contract which is on file in the Office of the
22 Board of Public Works and is by reference incorporated herein,
23 made a part hereof and is hereby in all things ratified, con-
24 firmed and approved.

25 SECTION 2. This Ordinance shall be in full force and
26 effect from and after its passage and approval by the Mayor.

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APPROVED AS TO FORM
AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-26-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-9-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-172-77 on the 9th day of August, 1977

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of August, 1977, at the hour of 1:00 o'clock P. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 10th day of August, 1977 at the hour of 4:32 o'clock _____ M., E.S.T.

Robert Armstrong
MAYOR

Bill No. S-77-07-42

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with John Dehner, Inc., for North Maumee Interceptor
Sewer Resolution No. 290-77, Sec. I & II

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 80 PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

Paul M. Burns
Fredrick R. Hunter
Vivian G. Schmidt
Winfield C. Moses Jr.
James S. Stier

CONCURRED IN

DATE 8-9-77 CHARLES W. WESTERMAN, CITY CLERK.

CONTRACT

THIS CONTRACT made the ____ day of JUL 18 1977, 1977, by and between JOHN DEHNER, INC., hereinafter called the "Contractor" and the City of Fort Wayne, Indiana, a Municipal Corporation, hereinafter called the "OWNER", WITNESSETH that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of

CITY OF FORT WAYNE, INDIANA
WATER QUALITY CONTROL SEWAGE WORKS
PROJECT C-180839-01; NORTH MAUMEE
INTERCEPTOR SEWER RESOLUTION
NO. 290-77, SECTION I AND II

for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Water Pollution Control Engineering Department, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of TWO MILLION SIX HUNDRED FORTY-THREE THOUSAND TWO HUNDRED TWENTY-NINE AND 91/100 (\$2,643,229.91) DOLLARS.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications, including Addenda Numbers
 - a. Modifications to General Conditions of the Contract
 - b. Instructions to Bidders
 - c. General Conditions of the Contract
 - d. Detailed Specifications
5. Drawings
 - a. Detailed Drawings
 - b. General Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. EQUAL OPPORTUNITY CLAUSE. During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sections for non-compliance: PROVIDED, HOWEVER, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE V. BID CONDITIONS, AFFIRMATIVE ACTION REQUIREMENTS, EQUAL EMPLOYMENT OPPORTUNITY.

FOR ALL NON-EXEMPT FEDERAL AND FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS TO BE AWARDED IN ADAMS, ALLEN, DEKALB, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WELLS, AND WHITLEY COUNTIES, INDIANA

NOTICE:

Each bidder, Contractor or subcontractor (hereinafter the Contractor) must fully comply with either Part I or Part II, as applicable, of these bid conditions as to each construction trade it intends to use on this construction contract and all other construction work (both federal and non-federal) in the Fort Wayne area during the performance of this Contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part I or Part II, as applicable, and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

PART I: The provisions of this Part I apply to Contractors which are party to collective bargaining agreements with labor organizations which together have agreed to the Fort Wayne area construction program (hereinafter the Fort Wayne plan) for equal opportunity and have jointly made a commitment to specific goals of minority utilization. The Fort Wayne plan is a tripartite voluntary agreement between the Northern Indiana Building Trades Council, the Associated Building Contractors, Inc., Mechanical Contractors Association of Indiana, Inc. (Fort Wayne Area), Fort Wayne Division, North Central Indiana Chapter of the National Electrical Contractors Association, Fort Wayne Area Sheet Metal Association, Inc., and the minority group coalition of Fort Wayne. The Fort Wayne plan, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, are incorporated herein by reference.

Any Contractor using one or more trades of construction employees must comply with either Part I or Part II of these bid conditions as to each such trade. A Contractor may therefore be in compliance with Part I of these bid conditions by its participation with the labor organization which represent its employees in the Fort Wayne plan as to one trade provided there is set forth in the Fort

Wayne plan a specific commitment by both the Contractor and the labor organization to a goal of minority utilization for that trade. Contractors using trades which are not covered by Part I (See Part II, Section A) must comply with the commitments contained in Part II including goals for minorities and female utilization set forth in Part II.

If a Contractor does not comply with the requirements of these bid conditions, it shall be subject to the provisions of Part II.

Part II:

A. COVERAGE. The provisions of this Part II shall be applicable to those Contractors who:

1. are not or hereafter cease to be signatories to the Fort Wayne plan incorporated by reference in Part I hereof;
2. are signatories to the Fort Wayne plan but are not parties to collective bargaining agreements;
3. are signatories to the Fort Wayne plan but are parties to collective bargaining agreements with labor organizations which are not or hereafter cease to be signatories to the Fort Wayne plan;
4. are signatories to the Fort Wayne plan and are parties to collective bargaining agreements with labor organizations but the two have not jointly executed a specific commitment to goals for minority utilization and incorporated the commitment in the Fort Wayne plan;
5. are participating in an affirmative action plan which is no longer acceptable to the director, OFCCP, including the Fort Wayne plan;
6. are signatories to the Fort Wayne plan but are parties to collective bargaining agreements with labor organizations which together have failed to make a good faith effort to comply with their obligations under the Fort Wayne plan and, as a result, have been placed under Part II of the bid conditions by the office of federal contract compliance programs.

B. REQUIREMENT -- An Affirmative Action Plan. Contractors described in Paragraphs 1 through 6 above shall be subject to the provisions and requirements of Part II of these bid conditions including the goals and timetables for minority* utilization, and specific affirmative action steps set forth in Sections B. 1 and 2 of this Part II. The Contractor's commitment to the goals for minority utilization as required by this Part II constitutes a commitment that it will make every good faith effort to meet such goals.

1. Goals and Timetables. The goals of minority utilization required of the Contractor are applicable to each trade used by the Contractor in the Fort Wayne plan area and which is not otherwise bound by the provisions of Part I. For all such trades the following goals and timetables shall be applicable:

GOALS FOR MINORITY UTILIZATION

Until Jan. 1975		4.3%	5.3%
From Jan. 1975	To Jan. 1976	5.3%	6.2%
From Jan. 1976	To Jan. 1977	6.2%	7.1%
From Jan. 1977	To Jan. 1978	7.1%	8.0%
From	To		**

The goals of minority and female utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the Contractor's aggregate.

"Minority" is defined as including blacks, Spanish surnamed Americans, Orientals and American Indians, and includes both minority men and minority women.

** In the event that any work which is subject to these bid conditions is performed in a year later than the latest year for which goals or minority utilization have been established, the goals for the last year of the bid conditions will be applicable to such work.

Work force, which includes all supervisory personnel, in each trade on all projects (both federal and non-federal) in the Fort Wayne plan area during the performance of its contract (example: the period beginning with the first day of work on the federal or federally assisted construction contract and ending with the last day of work.)

The hours of minority employment and training must be substantially uniform throughout the length of the contract in each trade and minorities must be employed evenly on each of a Contractor's projects. Therefore, the transfer of minority employees or trainees from contractor to contractor or from project to project for the purpose of meeting the Contractor's goals shall be a violation of Part II of these bid conditions.

If the Contractor counts the non-working hours of trainees and apprentices in meeting the Contractor's goals, such trainees and apprentices must be employed by the Contractor during the training period; the Contractor must have made a commitment to employ the trainees and apprentices at the completion of their training subject to the availability of employment opportunities; and the trainees must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training for "federal purposes" or approved as supplementing the Fort Wayne plan.

2. Specific Affirmative Action Steps. No contractor shall be found to be in noncompliance with Executive Order 11246, as amended, solely on account of its failure to meet its goals, but shall be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority utilization in its aggregate work force in the Fort Wayne plan area. A Contractor subject to Part I which fails to comply with its obligations under the Equal Opportunity Clause of its contract (including failure to meet its fair share obligation if provided in the Fort Wayne plan) or subject to Part II which fails to achieve its commitments to the goals for minority

utilization has the burden of proving that it has engaged in an affirmative action program directed at increasing minority utilization and that such efforts were at least as extensive and as specific as the following:

(a) The Contractor should have notified minority organizations when employment opportunities were available and should have maintained records of the organizations' response.

(b) The Contractor should have maintained a file of the names and addresses of each minority referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons therefor. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and the reasons therefor..

(c) The contractor should have promptly notified the contracting or administering agency and the office of federal contract compliance programs when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority sent by the contractor, or when the contractor had other information that the union referral process has impeded efforts to meet its goals.

(d) The contractor should have disseminated its EEO Policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports, and by advertising such policy at reasonable intervals in union publications. The EEO Policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority employees.

(e) The contractor should have disseminated its EEO Policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors.

(f) The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority organizations, schools with substantial minority enrollment, and minority recruitment and training organizations within the contractor's recruitment area.

(g) The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.

(h) The contractor where reasonable should have developed on-the-job training opportunities and participated and assisted in all Department of Labor funded and/or approved training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.

(i) The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.

(j) The contractor should have made certain that all facilities were not segregated by race.

(k) The contractor should have continually monitored all personnel activities to ensure that its EEO Policy was being carried out including the evaluation of minority employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

(l) The contractor should have solicited bids for subcontracts from available minority subcontracts engaged in the trades covered by these bid conditions, including circulation of minority contractor associations.

NOTE: The Assistant Regional Administrator of the Office of Federal Contract Compliance Programs and the compliance agency staff will provide technical assistance on questions pertaining to minority recruitment sources, minority community organizations and minority news media upon receipt of a request for assistance from a contractor.

3. Subsequent Signatory to the Fort Wayne Plan. Contractors that are subject to the requirements of Part II at the time of the submission of their bids which together with labor organizations with which they have collective bargaining agreements, subsequently become signatory to the Fort Wayne plan, either individually or through an association, will be deemed bound to their commitments to the Fort Wayne plan from that time until and unless they once again become subject to the requirements of Part II pursuant to Section A. 1-6.

4. Non-Discrimination: In no event may a contractor utilize the goals and affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

Part III: Compliance and Enforcement. In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these bid conditions. Therefore, contractors who are governed by the provisions of either Part I or Part II shall be subject to the requirements of that part regardless of the obligations of its prime contractor or lower tier subcontractors.

All contractors performing or to perform work on projects subject to these bid conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these bid conditions, including the provisions relating to goals of minority employment and training.

A. Contractors Subject to Part I.

1. A contractor covered by Part I of these bid conditions shall be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part I, provided the contractor together with the labor organization or organizations with which it has a collective bargaining agreement meet the goals for minority utilization to which they committed themselves in the Fort Wayne plan, or can demonstrate that every good faith effort has been made to meet the goal. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the office of federal contract compliance programs determines that the contractor has violated a substantial requirement in the Fort Wayne plan

or Executive Order 11246, amended, and its implementing regulations, including the failure of such contractor to make a good faith effort to meet its fair share obligation if provided in the Fort Wayne plan or has engaged in unlawful discrimination. Such violations shall be deemed to be non-compliance with the equal opportunity clause of the contract, and shall be grounds for imposition of the sanctions and penalties provided for in Executive Order 11246, as amended.

2. The OFCCP shall review Part I contractors' employment practices during the performance of the contract. Further, OFCCP shall be solely responsible for any final determination that the Fort Wayne plan is no longer an acceptable affirmative action program and the consequences thereof. The OFCCP may, upon review and notice to the contractor and any affected labor organization, determine that the Fort Wayne plan no longer represents effective affirmative action. In that event it shall be solely responsible for any final determination of that question and the consequences thereof.

3. Where OFCCP finds that a contractor has failed to comply with the requirements of the Fort Wayne plan and its obligation under Part I of these bid conditions, it shall take such action and/or impose such sanctions as may be appropriate under the executive order and its regulations. When the OFCCP proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these bid conditions. The failure of the contractor to comply with its obligations under the equal opportunity clause shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these bid conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The contractor must also provide evidence of its steps toward the attainment of its trade's goals within the timetables set forth in the Fort Wayne Plan. The pendency of such formal proceedings shall be taken into consideration by Federal Agencies in determining whether such contractor can comply with the requirements of executive order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of Basic principles of Federal Procurement Law.

A. Contractors subject to Part II. In regard to Part II of these bid conditions, if the contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the contractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part II of these bid conditions. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the equal opportunity clause.

Where the agency finds that the contractor failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and the obligations under Part II of these bid conditions, the agency shall take such action and impose such sanctions which include suspension, termination, cancellation, and debarment, as may be appropriate under the Executive Order and its regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in Part II of these bid conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these bid conditions by instituting

at least the specific affirmative action steps listed in Part II, Section 2. The pendency of such proceedings shall be taken into consideration by federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of the basic principles of federal procurement law.

C. Obligations Applicable to Contractors Subject to Either Part I or Part II.
It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, and the Title VII of the Civil Rights Act of 1964, as amended. It is the policy of the Office of Federal Contract Compliance Programs that contractors have a responsibility to provide equal employment opportunity if they wish to participate in federally involved contracts. To the extent they have delegated the responsibility for some of the employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, its implementing rules and regulations.

Part IV: General Requirements

1. Contractors are responsible for informing their subcontractors in writing, regardless of tier, as to their respective obligations under Parts I and II hereof, as applicable. Whenever a contractor subcontracts a portion of the work in any trade covered by these bid conditions, it shall include these bid conditions in such subcontracts and each subcontractor shall be bound by these bid conditions to the full extent as if it were the prime contractor. The contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these bid conditions. However, the prime contractor shall give notice to the assistant regional administrator of the office of federal contract compliance programs of the department of labor and to the contracting or administering agency of any refusal or failure of any subcontractor to fulfill its obligations under these bid conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

2. Contractors hereby agree to refrain from entering into any contract of contract modification subject to Executive Order 11246, as amended, with a contractor debarred from, or who is determined not to be a "responsible" bidder for government contracts and federally-assisted construction contracts pursuant to the executive order.

3. The contractor shall carry out such sanctions and penalties for violation of these bid conditions and the equal opportunity clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the contracting or administering agency and the office of federal contract compliance programs. Any contractor who fails to carry out such sanctions and penalties shall also be deemed to be in noncompliance with these bid conditions and Executive Order 11246, as amended.

4. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Executive Order 11246, as amended, and the equal opportunity clause of its contract with respect to matters not covered in the Fort Wayne plan or in Part II of these bid conditions.

5. The procedures set forth in these bid conditions shall not apply to any contract which the head of the contracting or administering agency determines is essential to the national security and its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the director of the office of federal contract compliance programs within thirty days.

6. Requests for exemptions from these bid conditions must be made in writing, with justification, to the director, Office of Federal Contract Compliance Programs, U.S. Department of Labor, Washington, D.C. 20210, and shall be forwarded through and with the endorsement of the head of the contracting or administering agency.

7. Contractors must keep such records and file such reports relating to the provisions of these bid conditions as shall be required by the contracting or administering agency or the office of federal contract compliance programs.

For the information of bidders, a copy of the Fort Wayne plan may be obtained from the contracting officer.

A list of trades which are currently participating in the Fort Wayne plan may be obtained from OFCCP, or the contracting or administering agency.
Signed this _____ day of _____, 1977.

SIGNED
SECRETARY OF LABOR

SIGNED
ASSISTANT SECRETARY FOR EMPLOYMENT STANDARDS

SIGNED
DIRECTOR, OFFICE OF FEDERAL CONTRACT
COMPLIANCE PROGRAMS

AS PER FEDERAL REGISTER

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE VI. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

Attest:

Edward L. Dehner

SECRETARY-TREASURER

Title

JOHN DERNER, INC.
Contractor

By

Shall Dehner
VICE PRESIDENT

Title

(SEAL)

THE CITY OF FORT WAYNE, INDIANA

ATTEST:

By _____

Title

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

CERTIFICATE OF INSURANCE

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

City of Fort Wayne
Fort Wayne, Indiana



Named Insured and Address: **JOHN DEHNER, INC.**
P. O. Box 1346, 1206 Clark Street
Fort Wayne, Indiana 46801

Policy Number	Policy Term	Type of Insurance	Limits of Liability	
			Bodily Injury	Property Damage
3900 288073	1/1/77-78	Workmen's Compensation	X Statutory	
			\$,000 Each Person	
3900 288073	1/1/77-78	Employers' Liability	\$ 100 ,000 Each Accident	
			\$,000 Medical - Each Person	
1CC 936676	1/1/77-78	Comprehensive Automobile Liability	\$ 500 ,000 Each Person	
			\$ 1,000 ,000 Each Occurrence	\$ 500 ,000
1CC 936676	1/1/77-78	Comprehensive General Liability	\$ 1,000 ,000 Each Occurrence	\$ 250 ,000
			Aggregate Operations	\$ 500 ,000
			Aggregate Protective	\$ 500 ,000
		<input checked="" type="checkbox"/> Including Blanket Contractual Liability	Aggregate Completed	
			\$ 1,000 ,000 Operations and Products	\$ 500 ,000
		Manufacturers' and Contractors' Liability	\$,000 Each Occurrence	\$,000
			Aggregate	\$,000
		Owners', Landlords' and Tenants' Liability	\$,000 Each Occurrence	\$,000
			Aggregate	\$,000
		Completed Operations and Products Liability	\$,000 Each Occurrence	\$,000
			\$,000 Aggregate	\$,000
		Contractual Liability	\$,000 Each Occurrence	\$,000
			Aggregate	\$,000
		Comprehensive Excess Indemnity	\$,000 Each Occurrence	Combined Personal Injury and Property Damage
			\$,000 Aggregate	

Description and location of operations and automobiles covered:

ANY AND ALL OPERATIONS OF THE NAMED INSURED.

RE: Water Quality Control Sewage Works, Project
#C-180839-01; North Maumee Interceptor Sewer
Resolution #290-77, Section I and II

The Company designated below will make every effort to notify the holder of this Certificate of any material change in or cancellation of these policies.

☒ UNITED STATES FIDELITY AND GUARANTY COMPANY

☐ FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Arthur C. Zwick

Date 7/18/77

By YASTE, ZENT & PYE, INC.
201 W. Wayne St., Fort Wayne, IN. 46802

CERTIFICATE OF INSURANCE

This is to certify that the following policies, subject to their terms, conditions and exclusions have been issued by this Company.

The Company will mail to the party to whom this Certificate is issued a record of any material change in or cancellation of said policy or policies but takes no responsibility for failure to do so.

NAME AND ADDRESS OF PARTY TO WHOM CERTIFICATE IS ISSUED:

City of Fort Wayne
Fort Wayne, Indiana

THIS CERTIFICATE OF INSURANCE
NEITHER AFFIRMATIVELY NOR
NEGATIVELY AMENDS, EXTENDS OR
ALTERS THE COVERAGE AFFORDED
BY ANY POLICY DESCRIBED HEREIN

NAME AND ADDRESS OF INSURED
JOHN DEHNER, INC.
P.O. BOX 1346
FORT WAYNE, IN 46801

KIND OF POLICY	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY	
			Bodily Injury	Property Damage
A—Workmen's Compensation			Provided by Workmen's Compensation Law State of	Nil
B—Manufacturers or Contractors Liability			Each occurrence \$..... Aggregate \$.....	Each occurrence \$..... Aggregate \$.....
C—Owners or Contractors Protective Liability			Each occurrence \$..... Aggregate \$.....	Each occurrence \$..... Aggregate \$.....
D—Owners, Landlords and Tenants Liability			Each occurrence \$..... Aggregate \$.....	Each occurrence \$..... Aggregate \$.....
E—Comprehensive Automobile Liability			Each person \$..... Each occurrence \$..... Aggregate \$.....	Each occurrence \$..... Aggregate \$.....
F—Comprehensive General Liability			Each occurrence \$..... Aggregate \$..... Products Completed Operations <input type="checkbox"/> Included <input type="checkbox"/> Excluded	Each occurrence \$..... Aggregate \$..... Retained Limit \$10,000.....
G—Umbrella Liability	5180-8	2/1/78	Personal Injury, Property Damage and Advertising Liability Each occurrence \$5,000,000 Aggregate \$5,000,000 Excess of Primary Policies shown in Schedule A or Retained Limit	

H—

Location of Risk and Description of Operations: ANY AND ALL OPERATIONS OF THE NAMED INSURED.

RE: Water Quality Control Sewage Works, Project
#C-180839-01; North Maumee Interceptor Sewer
Resolution #290-77, Section I and II

Description of Specific Contract(s) for which Certificate is issued (Indicate Types of Agreements, Party or Parties, and Dates):

This Certificate is not a Binder or Policy of Insurance. The agreements of this Company are expressed only in the actual policy contract(s).



Monroe Guaranty
Insurance Company

Dated 7/18/77
By *Arthur C. Zwick*
YASTE, ZENT & RYE, INC. Authorized Representative

UNITED STATES FIDELITY AND GUARANTY COMPANY

BALTIMORE, MARYLAND

(A Stock Company)
1896

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS,

That we JOHN DEHNER, INC.

Fort Wayne, Indiana

(hereinafter called the Principal), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation (hereinafter called the Surety), are held and firmly bound unto

City of Fort Wayne, Fort Wayne, Indiana

(hereinafter called the Obligor), in the full and just sum of Two Million Six Hundred Forty-Three

Thousand Two Hundred Twenty-nine dollars and 91/100 -- (\$2,643,229.91) Dollars,

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The said Principal has executed and entered into a certain contract with the said Obligor dated July 18, 1977 City of Fort Wayne, Indiana

Water Quality Control Sewage Works, Project C-180839-01; North Maumee

Interceptor Sewer Resolution No. 290-77, Section I and II

in said contract described; which contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall well and truly perform and fulfill all and every the covenants, conditions, stipulations and agreements in said contract mentioned to be performed and fulfilled, and shall keep the said Obligor harmless and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of every description incurred in suits or otherwise against the said Obligor, growing out of or incurred in, the prosecution of said work according to the terms of the said contract, and shall repay to the said Obligor all sums of money which the said Obligor may pay to other persons on account of work and labor done or materials furnished on or for said contract, and if the said Principal shall pay to the said Obligor all damages or forfeitures which may be sustained by reason of the non-performance or mal-performance on the part of the said Principal of any of the covenants, conditions, stipulations and agreements of said contract, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IT IS, HOWEVER, MUTUALLY UNDERSTOOD BETWEEN THE PARTIES HERETO,

That in no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or other proceeding thereon that is instituted later than One year from date on which final payment under the contract falls due.

PROVIDED, HOWEVER, That in the event of any default on the part of said Principal in the performance of any of the terms, covenants or conditions of said contract, or in the event of any claim, demand, judgment, lien, cost or fee being obtained or made against the said Obligor, for or on account of the prosecution of the work as aforesaid, written notice thereof, with a statement of the principal facts showing such claim, demand, judgment, lien, cost or fee and the date thereof, shall within thirty days after the same shall have come to the notice of the said Obligor, be given to UNITED STATES FIDELITY AND GUARANTY COMPANY, at its office in the City of Baltimore, Maryland.

PROVIDED, FURTHER, That the Surety shall not be obligated to furnish any bond or obligation other than the one executed.

Signed, sealed and delivered July 18, 1977
(Date)

Witness as to

Principal

Edward A. Dehner
SECRETARY-TREASURER

JOHN DEHNER, INC. (Seal)

BY: Paul J. Dehner (Seal)

VICE PRESIDENT

(Seal)

YASTE, ZENT & RYE, INC.

Authorized Agents

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY:

Robert J. Rylos

BY: James J. Kelly

ATTORNEY-IN-FACT

GENERAL POWER OF ATTORNEY

No. 87671

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle and Leonard Shirley

of the City of Fort Wayne, State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Leonard Shirley

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 28th day of March, A. D. 1977

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By James A. Mappus
Vice-President.

(SEAL) (Signed) John C. Vaeth, Jr.
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 28th day of March, A. D. 1977, before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John C. Vaeth, Jr., Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John C. Vaeth, Jr., were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 19...78..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 28th day of March, A. D. 1977
(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

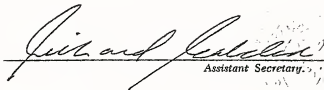
I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle and Leonard Shirley

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) July 18, 1977


Assistant Secretary

TITLE OF ORDINANCE SPECIAL ORDINANCE - NORTH MAUMEE INTERCEPTOR SEWER RESOL. NO. 290-77

SEC. I & II

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE CONTRACT - NORTH MAUMEE INTERCEPTOR SEWER RESOLUTION NO. 290-77

SECTIONS I & II, JOHN DEHNER, INC., CONTRACTOR, WATER QUALITY CONTROL SEWAGE WORKS

PROJECT C-180839-01, NORTH MAUMEE INTERCEPTOR. (AMOUNT - \$2,643,229.91)

EFFECT OF PASSAGE ABILITY TO ACCEPT SEWAGE FROM CITY OF NEW HAVEN AS PER MANDATE OF
STATE AND BOARD OF HEALTHEFFECT OF NON-PASSAGE INABILITY TO UTILIZE FEDERAL GRANT OF OVER \$2,000,000. AND
INABILITY TO ACCEPT MANDATE OF STATE IN ACCEPTING NEW HAVEN SEWAGE, AND INABILITY TO
ELIMINATE THREE POLLUTION POINTS IN RIVERMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) EPA GRANT

ASSIGNED TO COMMITTEE _____

City Utilities